

**Agreement and First Amendment to the 2002-2005 Memorandum of  
Understanding Between the County of Mono and the  
International Union of Operating Engineers, Stationary  
Local 39, AFL-CIO, pertaining to the bargaining unit known  
as the Deputy Probation Officers Unit (DPOU)**

This Agreement and First Amendment is entered into by and between the County of Mono and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO ("Local 39"), majority representative of the bargaining unit known as the Deputy Probation Officers Unit (DPOU). The County and Local 39 are sometimes referred to herein as the parties.

**I. Recitals**

A. The parties previously entered into a memorandum of understanding for the period of January 1, 2002, through December 31, 2005 ("the MOU"). A question thereafter arose regarding the proper classification level of Deputy Probation Officer (DPO) to use for purposes of the salary survey effective January 1, 2004.

B. The parties have met and conferred in good faith regarding those issues and reached a mutually-acceptable resolution that they wish to memorialize in this Agreement and First Amendment to the MOU.

**II. Terms and Conditions**

The parties hereto AGREE as follows:

1. Retroactive to January 1, 2004, Subdivision C of Article 22 of the MOU shall be amended in its entirety to read as follows:

**"C. Effective January 1, 2004, the COUNTY will again survey the 20 counties mentioned above in Section A, using the same methodology as in the prior survey (i.e., the same methodology used in the County's policy for the compensation of management-level employees). If the results of the survey indicate that the base compensation ("salary") of covered employees (measured at DPO II level) is below the median salary of the surveyed counties, then the COUNTY will provide an increase to each unit member's base compensation in order to raise said members' salaries to that median. The new salary shall continue thereafter."**

2. This Agreement and First Amendment may be executed in one or more

counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement and First Amendment.

### **III. Execution**

IN WITNESS of the foregoing provisions the parties have signed this Agreement and First Amendment below through their duly-authorized representatives:

LOCAL 39:

COUNTY:

By: \_\_\_\_\_  
Jerry Kalmar, Business Mgr.  
Local 39

By: \_\_\_\_\_  
JOHN CECIL, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_